

ALLOY WELDING & MFG. CO., INC

233 RIVERSIDE AVENUE BRISTOL, CT 06010

TEL: 860 582 3638 FAX: 860 582 2215 EST. 1937

AN ISO 9001:2015 REGISTERED COMPANY

MASTER TERMS AND CONDITIONS OF SALE

These Master Terms and Conditions of Sale shall apply to the delivery and sale of all Products and Services ("Products")

by Alloy Welding and Manufacturing, Co. Inc. ("Alloy") to Purchaser. Purchaser agrees and acknowledges that Alloy would not agree to sell any Products to the Purchaser without the Purchaser's agreement to the Master Terms and Conditions of Sale which shall also be incorporated by reference in any verbal or written orders and/or agreement by and between Alloy and Purchaser for the sale of Products to Purchaser by Alloy. Purchaser further acknowledges that Alloy is relying on Purchaser's agreement to be subject to the Master Terms and Conditions of Sale for all Products sold by Alloy to Purchaser either verbally, by purchase order, agreement, or otherwise.

1. This Master Terms and Conditions of Sale shall control all sales through Alloy. This Master Terms and Conditions of Sale shall not in any manner be changed, limited, controlled or restricted by any oral statements or the provision of any of the Purchaser's forms, letters, purchase orders, writings or papers which are inconsistent herewith unless specified in writing by Alloy. Additionally, Purchaser agrees that it shall be responsible for payments as to all Products purchased from Alloy.
2. Alloy hereby agrees to sell to the Purchaser and Purchaser hereby agrees to purchase all Products, subject to the terms set forth herein below. All orders are based on Alloy's quote or other written agreement. Purchaser will be billed at the prices quoted. Quantities and unit prices are for the specific quotation and sales only. All quotations are subject to credit approval and are not an offer to sell on an open account basis. Unless specifically enumerated herein, the price does not include any tax or cost of shipment.
3. Terms of Payment are Net 30 days unless otherwise stated on Alloy's invoice. Alloy may stop the manufacture or supply of any labor or Products when it, in its sole discretion, determines that Purchaser is in breach of this Master Terms and Conditions of Sale.
4. Any Products delivered must be examined and inspected by the Purchaser and/or his agent or representative upon receipt. Any claims of errors or damage must be made at the time of delivery. Alloy reserves the right to correct all errors. When Purchaser and/or his/her agent or representative cannot examine and inspect material upon receipt, any and all claims must be made within three (3) working days of delivery or receipt.
5. Alloy will not be liable for damages without written notification. Alloy agrees to repair or, at Alloy's option, replace any defective goods within a reasonable time. Purchaser agrees that these limitations of Alloy's liability are reasonable. Purchaser intends that these limitations on Alloy's liability are to be liberally construed in favor of Alloy to eliminate any other liability of Alloy other than repair or replacement of defective parts or products. IN NO EVENT SHALL ALLOY BE LIABLE FOR ANY COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH ARISE FROM THIS AGREEMENT, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DELAY DAMAGES, LOSS OF PROFIT, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY OR PERSONAL INJURY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR OTHERWISE, REGARDLESS OF WHETHER SUCH FAILURE WAS CAUSED BY INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF ALLOY OR A THIRD PARTY, BREACH OF CONTRACT OR OTHERWISE. ALLOY'S LIABILITY IN SUPPLYING PRODUCTS TO PURCHASER SHALL BE LIMITED SOLELY TO THE AMOUNT OF THE PURCHASER'S PRICE FOR THE PRODUCT WITH RESPECT TO WHICH THE LOSS OR DAMAGE IS CLAIMED PLUS ANY TRANSPORTATIONAL COST ACTUALLY PAID BY THE PURCHASER. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, FITNESS, TITLE, OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE MASTER TERMS AND CONDITIONS OF SALE.
6. Alloy shall be under no obligation to accept or perform a request for change order unless Purchaser unconditionally accepts in writing, without alteration or adjustment, the change order at the price and terms quoted by Alloy.
7. In the event at Purchaser's request, the delivery of Product is delayed, then Alloy shall invoice the Purchaser for the price of the Product, which invoice shall be due in accordance with this Master Terms and Conditions of Sale. Purchaser shall reimburse Alloy for the cost of storing the product if shipment is delayed by the Purchaser and Alloy agrees to store such Product, and will assume sole and complete responsibility for damages caused by

deterioration. In the event Alloy receives notification of a scheduled price increase(s) from any of its suppliers between the order date and the original date of delivery, Alloy reserves the right in its sole discretion and judgment to increase the purchase price stated herein, in an amount corresponding to said price increase, or terminate the order.

8. Alloy shall not be responsible for any damage to or loss or destruction of drawings, samples or other items provided by the Purchaser.
9. Alloy shall be entitled to interest at the maximum legal rate, or at 1.5% per month. In the event an invoice remains unpaid, interest will be charged from the original date of invoice. Purchaser agrees to pay legal fees due in the event the account is turned over to an attorney for collection, whether or not suit is filed.
10. Purchaser shall indemnify, hold harmless and defend Alloy and its agents and employees from and against all claims, damages, losses and expenses, including legal fees, arising out of any Product supplied by Alloy to the Purchaser, including but not limited to claims attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting there from, caused in whole or in part by any negligent act or omission of Purchaser, any subcontractor, employee, agent, or anyone else directly or indirectly employed by any of them or by any third person, regardless of whether or not it has been caused in part by Alloy.
11. Under no circumstances shall Alloy be liable in any way to Purchaser or any third party for delays, including but not limited to delays caused by Alloy, delays due to fire, flood, epidemics, quarantine, lightning strikes, embargo, explosion, power surge or failure, acts of God, war, labor or manual disputes, civil disturbances, acts of civil or military authority; inability to secure materials, fuel, products or transportation facilities, acts or omissions of suppliers. Under no circumstances will Alloy be responsible for normal wear and tear, weatherization, minor deviations in aesthetic appearance, corrosion, or other effect.
12. This Master Terms and Conditions shall be governed by and in accordance with the laws of the State of Connecticut. Purchaser and Alloy agree that any claim or dispute regarding Alloy's sale of Products to Purchaser or otherwise shall be brought in the State of Connecticut and that the State of Connecticut shall have exclusive jurisdiction over any such claims or disputes.
13. As a condition precedent to the effectiveness of an order, all orders are subject to approval and acceptance by Alloy's home office
14. Purchaser shall not have the right to assign or otherwise transfer any order or agreement between Alloy and Purchaser, or any rights, duties, or any interest herein, without the prior consent of Alloy.
15. If any provision of this Master Terms and Conditions of Sale are held by a court or arbitrator of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue with full force and effect.
16. No amendment, change or modification of this Master Terms and Conditions of Sale shall be valid, unless in writing and signed by both parties.
17. This Master Terms and Conditions of Sale contain the entire understanding between the parties with respect to the subject matter contained herein and it supersedes all prior negotiations, representations, statements or alleged promises, except as expressly stated herein, It shall not be changed orally, but only by written agreement signed by both parties.